

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 9, 2015

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
 Gary Merrell, President
 Ken O'Brien, Commissioner

Absent:
 Barb Lewis, Vice President

RESOLUTION NO. 15-153

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 5, 2015:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 5, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-154

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0206:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0206 and Purchase Orders as listed below:

| PR Number | Vendor Name | Line Desc | Line Account | Line Amount | Line Number |
|-----------|------------------------------|-----------------------------|-----------------|-------------|-------------|
| R1501856 | ARCADIS US INC | NORTHSTAR WWTP ANALYSIS | 66211911 - 5301 | \$40,028.76 | 0001 |
| R1502057 | FRONTIER | 74083323000124125 | 22411605 - 5330 | \$10,700.00 | 0001 |
| R1502076 | ZASHIN & RICH CO LPA | PROFESSIONAL LEGAL SERVICES | 10011303 - 5301 | \$ 8,000.00 | 0001 |
| R1502077 | MT BUSINESS TECHNOLOGIES INC | MAINTENANCE CONTRACT | 22411605 - 5325 | \$12,000.00 | 0001 |
| R1501682 | PNC BANK | PROCUREMENT CARD | 21011113-5300 | \$8,000.00 | 0001 |

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-155

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

The Director of Job and Family Services is requesting that Jason Lambert attend a National Veterans Training at the National Veterans Training Institute from March 2-6, 2015 at no cost.

The Court of Common Pleas is requesting that Mark Taglione, Erin Rohrer, Kim Wilson and Doug Missman attend a Quality Assurance Symposium in Columbus, OH from March 19-20, 2015 at the cost of \$100.00 (fund number 25322312).

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Absent

RESOLUTION NO. 15-156

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IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE HOME ROAD AND STATE ROUTE 257 INTERSECTION PROJECT:

It was moved by Mr. O'Brien, and seconded by Mr. Merrell to approve the following:

The following supplemental appropriations are hereby approved:

| | | |
|----------------|--|--------------|
| 29440425-4509 | Home Road and 257 Intersection / Federal Grants A | \$465,000.00 |
| 29440425-5420 | Home Road and 257 Intersection / Road Constructions | \$465,000.00 |
| Vote on Motion | Mrs. Lewis Absent Mr. O'Brien Aye Mr. Merrell Aye | |

RESOLUTION NO. 15-157

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS SITE PLANS FOR BCP COLUMBUS AND RELEASING CONSTRUCTION SURETY:

It was moved by Mr. O'Brien, and seconded by Mr. Merrell to approve the following:

Whereas, on May 30, 2013, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with BCP Columbus LLC ("Owner #1") and Orangepointe LLC (Owner #2) for the project known as Site Plans for BCP Columbus ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner's Agreement and release the Bond being held as construction surety to Owner #1.

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Owner's Agreement and releases the Bond being held as construction surety to Owner #1.

| | | | | | | |
|----------------|-------------|-----|-------------|-----|------------|--------|
| Vote on Motion | Mr. O'Brien | Aye | Mr. Merrell | Aye | Mrs. Lewis | Absent |
|----------------|-------------|-----|-------------|-----|------------|--------|

RESOLUTION NO. 15-158

IN THE MATTER OF APPROVING THE OWNER'S AGREEMENT FOR SANCTUARY AT THE LAKES, SECTION 5, PART 1:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following agreement:

Whereas, The Engineer recommends approving the Owner's Agreement for Sanctuary at the Lakes, Section 5, Part 1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Sanctuary at the Lakes, Section 5, Part 1:

Owner's Agreement for Sanctuary at the Lakes, Section 5, Part 1

OWNER'S AGREEMENT
PROJECT NUMBER: 14013

THIS AGREEMENT, executed on this 9th day of February, 2015 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SANCTUARY AT THE LAKES, SECTION 5, PART 1**, further identified as Project Number 14013 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

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OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY THOUSAND DOLLARS (\$50,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

EXHIBIT "A"

| | |
|----------------------------|-----------|
| CONSTRUCTION COST ESTIMATE | \$882,000 |
| CONSTRUCTION BOND AMOUNT | N/A |
| MAINTENANCE BOND AMOUNT | \$ 88,200 |
| INSPECTION FEE DEPOSIT | \$ 50,000 |

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. O'Brien Aye

RESOLUTION NO. 15-159

IN THE MATTER OF APPROVING THE OWNER'S AGREEMENT FOR SANCTUARY AT THE

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LAKES, SECTION 5, PART 2:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following agreement:

Whereas, The Engineer recommends approving the Owner's Agreement for Sanctuary at the Lakes, Section 5, Part 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Sanctuary at the Lakes, Section 5, Part 2:

Owner's Agreement for Sanctuary at the Lakes, Section 5, Part 2

**OWNER'S AGREEMENT
PROJECT NUMBER: 14057**

THIS AGREEMENT, executed on this 9th day of February, 2015 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SANCTUARY AT THE LAKES, SECTION 5, PART 2**, further identified as Project Number 14057 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SEVEN THOUSAND NINE HUNDRED DOLLARS (\$7,900)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance

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shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

EXHIBIT “A”

| | |
|----------------------------|----------|
| CONSTRUCTION COST ESTIMATE | \$98,000 |
| CONSTRUCTION BOND AMOUNT | N/A |
| MAINTENANCE BOND AMOUNT | \$ 9,800 |
| INSPECTION FEE DEPOSIT | \$ 7,900 |

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-160

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR OLENTANGY CROSSINGS SECTION 2, LOT 7353, DIVISION #2:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve the following:

Whereas, Continental Olentangy Crossing, LLC has submitted the Plat of Subdivision (“Plat”) for Olentangy Crossings Section 2, Lot 7353, Division #2, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 26, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 26, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 26, 2014; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on December 12, 2014; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on January 30, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Crossings Section 2, Lot 7353, Division #2.

Olentangy Crossings Section 2, Lot 7353, Division #2:

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, And Being Part Of Farm Lot 8, Section 2, Township 3, Range 18, U.S.M.L, And Being Part Of Lot No. 7523 Of Olentangy Crossings Section 2, Lot 7353, Division #1, As The Same Is Numbered And Delineated Upon The Recorded Plat Thereof, Of Record In Official Record Volume 871, Page 1940 And Conveyed To Continental Olentangy Crossing LLC By Deed Recorded In Official Record Volume 1059, Page 748, Recorder’s Office Delaware County, Ohio. Cost \$3.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Absent

RESOLUTION NO. 15-161

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IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR VINMAR VILLAGE SECTION 1:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

Whereas, Vinmar Investment Limited has submitted the Plat of Subdivision ("Plat") for Vinmar Village Section 1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 2, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on December 10, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 29, 2015; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on January 29, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on January 30, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Vinmar Village Section 1.

Vinmar Village Section 1:

Situate In The State Of Ohio, County Of Delaware, Township Of Genoa, Lying In Farm Lot 4, Quarter Township 1 And Farm Lot 5, Quarter Township 2, Township 3 North, Range 17 West, United States Military District, Containing 22.248 Acres, More Or Less, Including 4.052 Acres Of Right-Of-Way Area, Being Out Of 73.111 Acre Tract As Conveyed To Vinmar Investment Limited, By Deed Of Record In Official Record 456, Page 1187, And Official Record 456, Page 1184, All Records Of The Recorder's Office, Delaware County, Ohio. Cost: \$87.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Absent

RESOLUTION NO. 15-162

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR VINMAR VILLAGE SECTION 1:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, on February 9, 2015, a Ditch Maintenance Petition for Vinmar Village Section 1 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Vinmar Village Section 1 located off of South Old 3C Highway in Genoa Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as

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follows:

The value of the drainage improvements is \$379,651.15 for the benefit of the lots being created in this subdivision. 29 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$13,091.42 per lot. An annual maintenance fee equal to 2% of this basis (\$261.83) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$7593.03 has been paid to Delaware County, receipt of which is hereby acknowledged.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-163

IN THE MATTER OF APPROVING A REAL ESTATE AGREEMENT WITH ODOT FOR THE SOUTH OLD STATE ROAD IMPROVEMENTS:

It was moved by Mr. O'Brien, and seconded by Mr. Merrell to approve the following:

Real Estate Agreement No. 14-0501

CRS: DEL-CR10-0.90
FPN: FANE110272
SJN: 46695(2)
PID No: 90243

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, hereinafter referred to as ODOT and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 and the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 (hereinafter, collectively referred to as "Delaware County"):

Pursuant to both Federal and State law, 49 CFR Part 24 and ORC 163 et.seq., the Ohio Department of Transportation is required to monitor all highway development projects receiving funds from the Federal Highway Administration. The rights of way acquired for the above referenced project will be incorporated into a Federally-assisted project and the following provisions must be set forth and agreed upon between Delaware County and ODOT.

Prior legislation and agreements include LPA Agreement #24053 approved by resolution #14-655 of the Delaware County Board of Commissioners and approved by ODOT on June 16, 2014; and,

Ordinance 2495-2013 of the City of Columbus; and,

The Right of Way and Utility Relocation Agreement approved by resolution #15-67 of the Delaware County Board of Commissioners and Ordinance _____ of the City of Columbus;

which collectively provide for cooperation of ODOT, Delaware County, the City of Columbus on the acquisition of right of way on the above referenced project, which includes **widening of South Old State Road from Wynstone Drive to Abbey Knoll Drive with addition of pedestrian and multi-use facilities.**

The **ESTIMATED** right of way cost pertinent to this agreement based upon the right of way plans and work plan is **\$6,187,500.00** including the cost of utility relocation (\$5,437,500.00 for acquisition and \$750,000 for utilities). Acquisition and utility coordination is to be performed by the Delaware County Engineer and/or a consultant retained by Delaware County).

Right of way acquisition is composed of the following tasks:

- | | |
|--------------------------------------|-------------------------------|
| <u>Title & Title Updates</u> | <u>Acquisition</u> |
| <u>Appraisals</u> | <u>Acquisition Relocation</u> |
| <u>Appraisal Reviews</u> | <u>Utility Relocation</u> |
| <u>Closings & Recordings</u> | <u>Labor</u> |
| <u>Acquisition Relocation Review</u> | |

This project as programmed, provides for participation in project right of way costs as follows:

- Federal Participation of 80%
- Local Participation of 20%

With federal funds being utilized in the right of way phase of this project, Delaware County must have environmental clearance and authorization from the Federal Highway Administration. Delaware County will work through the District Real Estate Office to secure the Federal Authorization.

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Regardless of the right of way funding source, Delaware County must have authorization from the ODOT District Real Estate Office to begin any phase of the acquisition process.

The Federal Participation in the right of way and utility phase of this project has a cap of \$4,950,000 (Four Million Nine Hundred Fifty Thousand and 00/100 Dollars), which will not be exceeded or revised.

Delaware County agrees that it will acquire the right of way necessary in accordance with sections 163.51 through 163.62, inclusive of the revised code of Ohio, sections 5501:2-5-01 et. seq. of the Ohio Administrative Code and any future amendments thereto which supplement and support Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and Federal Highway regulations and directives on Relocation Assistance and Real Property Acquisition, as well as full compliance with Title VI of the Civil Rights Act of 1964. Delaware County, in accordance with 23 CFR, Part 710, Subpart B., Sec. 710.203, paragraph (c), certifies it is adequately staffed, equipped and organized to manage the Real Estate functions through its own ODOT pre-approved staff and/or pre-approved contractual agents. Delaware County will comply with the Ohio Department of Transportation Real Estate Administration's Policies and Procedures Manual and all applicable State and Federal laws, rules and regulations.

Delaware County shall maintain all files, accounting records, and other evidence pertaining to costs incurred and agrees to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the Ohio Department of Transportation, Federal Highway Administration or their authorized representatives and copies thereof shall be furnished if requested.

Delaware County shall submit a letter to ODOT identifying the pre-qualified individuals for the following items pertaining to specific real estate functions, along with a Fee Schedule and must comply with ODOT policies and procedures and are incorporated herewith:

Title

Delaware County will provide or arrange to provide for a search of title for each property required for the project's right of way.

Appraisal

Delaware County will be responsible for the appraisals and will execute any necessary contracts with private fee appraisers in accordance with ODOT's approved list of appraisers.

Appraisal Review

Delaware County will be responsible for contracting with a review appraiser in accordance with ODOT's approved list of review appraisers who will be responsible for approving and/or disapproving the appraisals submitted by the fee appraiser. This contract must be held by Delaware County and cannot be a part of a Delaware County's prime acquisition consultant contract if they are responsible for the appraisals.

Negotiations

In compliance with State policies and procedures, negotiations shall not commence until Delaware County is in possession of an approved Fair Market Value Estimate. Negotiations and the settlement shall be governed by said approved fair market value. Delaware County shall negotiate with the owners for the purchase of real property and the conveyance of fee simple title by warranty deed or whatever lesser interest is required for the needs of the project. Such title will be taken in the name of Delaware County. Delaware County shall utilize negotiators in accordance with ODOT's approved list of negotiators.

Warrants for payment of all expenditures incurred in the acquisition of right of way will be issued by Delaware County. Delaware County will issue invoices, with supporting documentation, to ODOT for their 80% reimbursement of eligible acquisition costs.

Delaware County will purchase the right of way as Grantee of the project on all parcels except permanent easements and fee acquisitions within the corporate jurisdiction of the City of Columbus, which will be acquired in the name of "City of Columbus, Ohio". This is per the aforementioned agreement dated 1/8/15 between the City of Columbus and Delaware County.

Administrative and/or Case Settlement Review:

Delaware County must contact the District for any settlement authority over \$1,000. All requests for administrative reviews and case settlement reviews must be in writing and contain all the appropriate documentation to support the request. Delaware County shall have the authority to approve administrative reviews and case settlement reviews up to \$1,000 over the original offer. Any settlement in excess of the approved administrative review or case settlement review will be the responsibility of Delaware County if not approved by the District 6 Real Estate Administrator.

Appropriations

Delaware County will appropriate properties that it is unable to negotiate for the project in accordance with Chapter 163 of the Revised Code of Ohio.

Relocation

Delaware County will administer the Relocation Assistance Program (RAP), using ODOT pre-approved relocation agents, if displacement is caused by the project.

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Relocation Review

Delaware County will be responsible for all Relocation Reviews. Relocation reviews will consist of approving and/or disapproving all relocation determinations before offers are made to the displacee. Reviews will also consist of approving and/or disapproving all relocation claims and supporting documentation prior to presenting the claim(s) to the displacee. Delaware County shall utilize Relocation Reviewers in accordance with ODOT’s approved list of Relocation Reviewers.

Utility Relocation

Delaware County will be responsible for the relocation and accommodation of all affected utilities, if necessary. If needed, the State can provide assistance in this matter.

Right of Way Certification

Upon completion of the acquisition process, Delaware County will certify to the District that the right of way has been fully acquired. The District will then certify the right of way to the Federal Highway Administration. Delaware County will coordinate this certification with the District Real Estate Office. This certification will include the utilities, encroachment removals and all applicable notes and exhibits. Delaware County’s right of way certification date to the District is **May 1, 2016**.

Delaware County will provide the **PROPERTY MANAGEMENT, BUILDING DISPOSITION and ASBESTOS TESTING & ABATEMENT** functions, if necessary.

It is understood by Delaware County that disposal of unneeded portions of highway rights of way or limited access rights will be subject to State and Federal Highway Administration approval.

Disadvantaged Business Enterprise (DBE) Obligation: Delaware County or its contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this agreement. Delaware County and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for, receive and perform such contracts/subcontracts. Delaware County and its contractors shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of USDOT-assisted contracts.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Absent

RESOLUTION NO. 15-164

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

| Permit # | Applicant | Location | Type of Work |
|----------|-------------------------------|----------------------------------|----------------------------------|
| U15-006 | Time Warner Cable | Sawmill Parkway @ Bradford Court | Place buried cable |
| U15-007 | CenturyLink (aka United Tel.) | Vans Valley Road Bridge Project | Remove/place poles and cable |
| U15-008 | CenturyLink (aka United Tel.) | Various | Provide single customer services |
| U15-009 | American Electric Power | East Powell Road @ Bale Kenyon | Utility relocation |
| U15-010 | Time Warner Cable | Abbotsford Green Drive | Place buried cable |
| U15-011 | American Electric Power | Various | Provide single customer services |

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Absent

RESOLUTION NO. 15-165

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve the following:

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Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

| Child Placement Service | Per diem cost and per diem reimbursement for the following categories |
|---|--|
| Dungarvin Ohio, LLC 6555 Busch Blvd. Suite 110 Columbus, OH 43229 \$15,000.00 | A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in) |
| Child Placement Service | Per diem cost and per diem reimbursement for the following categories |
| Foundations for Living 1451 Lucas Road Mansfield, OH 44905 \$15,000.00 | A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in) |

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mrs. Lewis Absent Mr. O'Brien Aye Mr. Merrell Aye

ADMINISTRATOR REPORTS

Tim Hansley

-Will be attending a Concord/Scioto Community Authority meeting tomorrow

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-There will be a DKMM meeting tomorrow

Commissioner Merrell

-Commissioner Lewis is attending a CCAO new commissioner conference today

-Attended the Stratford annual volunteer dinner Saturday. Very proud to say there are many volunteers in our county.

RESOLUTION NO. 15-166

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 9:48 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Absent

RESOLUTION NO. 15-167

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 10:15 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. O'Brien Aye

There being no further business, the meeting adjourned.

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Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners